

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

RECEIVED
JUL 09 2021
Department of Water Resources
Eastern Region

Name of Applicant(s) Carma Markin Phone 208-529-4252
Mailing address 943 10th St. Idaho Falls, ID 83404 Email carma.markin@yahoo.com

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____
Mailing address _____ Email _____

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☐ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Carma Markin
Signature of Applicant or Authorized Representative

Carma Markin
Print Name and Title if applicable

7/8/2021
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

- ☐ Change point of diversion
☐ Change nature of use
 ☐ Add diversion point(s)
☐ Change period of use
 ☒ Change place of use
☐ Other _____
- Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☒ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
- Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.
Water right was decreed to the correct parcel, but the place of use was described in the wrong QQ. This transfer proposes to correct the legal description to clear up the internal inconsistency and to update ownership of the right.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐ 21-10773 0.04 cfs Domestic 1/1 to 12/31 Ground water					
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	
☐				to	

Total authorized under rights 0.04 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.04 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15N	43E	13								D									
Total Acres (for irrigation use)																			

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Water diverted from well and pumped into a pipeline which serves the cabin.

- b. Who owns the property at the point(s) of diversion? Island Park Water Co

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Contract with previous well owner. The point of diversion will not change.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: No physical change will occur. This is only a change in POU legal description.

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

Island Park Water Co permit 21-13276 also is diverted from the current POD.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/6/2021

Water Right 21-10773

Owner Type **Name and Address**
Current Owner R W MARKIN
 PO BOX 2652
 IDAHO FALLS, ID 83403
 (208) 529-4252

Priority Date: 6/1/1987

Basis: Decreed

Status: Active

Source **Tributary**
GROUND WATER

Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	1/01	12/31	0.040 CFS	
	Total Diversion		0.040 CFS	

Source and Point(s) of Diversion

GROUND WATER NWSE Sec. 13, Twp 15N, Rge 43E, FREMONT County

Place Of Use

DOMESTIC within FREMONT County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
15N	43E	13														X			

Conditions of Approval:

1. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. PARCEL NO. RP 8710-89-3 A

Comments:

1. DUNN1 2/15/1994 COPIED FROM REMARKS
APPLIC. OWNS POU BUT ED STROBEL HAS WELL ON HIS PLACE POU IN LOT 89 BLK 3 VALLEY VIEW SUB. # 1
2. CORR4 10/27/1997 COPIED FROM REMARKS
PARCEL NO. RP 8710-89-3 A PROPERTY ALSO KNOWN AS LOT 89, BLOCK 3, VALLEY VIEW SUB. # 1 COPIED FROM REMARKS PARCEL NO. RP 8710-89-3 A PROPERTY ALSO KNOWN AS LOT 89, BLOCK 3, VALLEY VIEW SUB. # 1

Dates and Other Information

Decreed Date: 9/16/1999

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

7/6/2021

Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: TBD
Mitigation Plan: False

Combined Use Limits
N/A

Verification Log

SubCase:
N/A

Water Supply Bank:
N/A

Markin Transfer



Legend

- Proposed POD
- Proposed POU
- Township/Range
- Sections
- QQ

0 440 880 1,760 Feet



MH

Recorded at the Request of:

Reginald R. Reeves, Esq.
Box 1841
Idaho Falls ID 83403

Return and Mail Tax Notices To:

Mr. Carma Markin
943 10th St.
Idaho Falls ID 83404

Microfilm No. 51395
At 10:08 Day 21 2007
ABBIE MACE
FREMONT COUNTY CLERK
Recorded at Request of Carma Markin

QUITCLAIM DEED
///

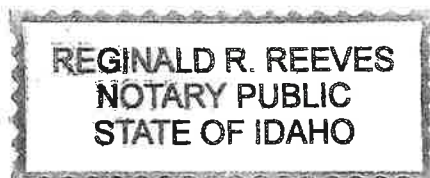
FOR VALUE RECEIVED, ROBERT W. MARKIN, a married person,
grantor, does hereby convey, release, remise and forever quitclaim unto
CARMA MARKIN, grantee, all interest which grantor might have, or hereafter
might acquire (except by gift, inheritance, or purchase), in the real property in
Fremont County, Idaho, described as:

Lots 86, 88, and 89,
Block 3,
Valley View Subdivision 1

together with its appurtenances.

Robert W. Markin
ROBERT W. MARKIN
Grantor

On this August 16, 2006, at Idaho Falls, Idaho, before me
personally appeared ROBERT W. MARKIN, known to me to be the person
whose name is subscribed on the foregoing instrument, and acknowledged to
me that he executed the same.



Reginald R. Reeves
REGINALD R. REEVES
Notary Public
Idaho Falls, Idaho
My Commission Expires:
May 8, 2009

STATE OF IDAHO

CERTIFICATION OF VITAL RECORD

STATE OF IDAHO

IDAHO DEPARTMENT OF HEALTH AND WELFARE BUREAU OF HEALTH POLICY AND VITAL STATISTICS

DATE FILED BY STATE REGISTRAR:

State of Idaho
CERTIFICATE OF DEATH

STATE FILE NO. 29-7

Local Reg. No.

DECEDENT	* 1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix)		2. SEX		3. SOCIAL SECURITY NUMBER	
	Robert Walter Markin		Male		[REDACTED]	
TYPE OR PRINT IN PERMANENT BLACK INK DO NOT USE FELT TIP PEN	4a. AGE - Last Birthday		4b. UNDER 1 YEAR		4c. UNDER 1 DAY	
	75 (Years)				DATE OF BIRTH (Mo/Day/Yr)	
FOR INSTRUCTIONS SEE HANDBOOKS	7a. RESIDENCE - STATE OR FOREIGN COUNTRY		7b. COUNTY		7c. CITY OR TOWN	
	Idaho		Bonneville		Idaho Falls	
PARENTS	7d. STREET AND NUMBER		7e. APT. NO.		7f. ZIP CODE	
	943 East 10th Street				83404	
INFORMANT	8. MARITAL STATUS AT TIME OF DEATH		9. SURVIVING SPOUSE'S NAME (If wife, give maiden name)			
	☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never married ☐ Unknown		Carma Goldman			
DISPOSITION	10. EVER IN U.S.:		11a. FATHER'S NAME (First, Middle, Last, Suffix)		11b. BIRTHPLACE (State, Territory or Foreign Country)	
	☒ Yes ☐ No		Walter Markin		Iowa	
PLACE OF DEATH	12a. MOTHER'S MAIDEN NAME (First, Middle, Last, Suffix)		12b. BIRTHPLACE (State, Territory, or Foreign Country)			
	Ethel Longeway		Iowa			
DATE OF DEATH	13a. INFORMANT'S NAME (Type or print)		13b. RELATIONSHIP TO DECEDENT		13c. MAILING ADDRESS (Street and Number, City, State, Zip Code)	
	Carma Markin		Wife		943 East 10th Street, Idaho Falls, ID 83404	
CAUSE OF DEATH	14. METHOD OF DISPOSITION		15. PLACE OF DISPOSITION (Name and address of cemetery, crematory, other place)		16. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY	
	☒ Burial ☐ Donation ☐ Cremation ☐ Entombment ☐ Other (Specify)		Fielding Memorial Park Idaho Falls, Idaho		Wood Funeral Home P. O. Box 51434 Idaho Falls, ID 83405-1434	
CERTIFIER	17a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH		17b. LICENSE NUMBER (Of licensee)		18. WAS CORONER CONTACTED DUE TO CAUSE OF DEATH?	
	[Signature]		M-656		☒ Yes ☐ No	
ITEMS 32-38 TO BE USED FOR EXTERNAL CAUSES ONLY (CORONER)	19a. IF DEATH OCCURRED IN A HOSPITAL:		19b. IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL:			
	☐ Inpatient ☐ Outpatient ☐ D.O.A. ☐ Hospice facility ☐ Nursing home/Long term care facility ☒ Decedent's home ☐ Other (Specify)					
REGISTRAR	20. FACILITY NAME (If not facility, give street and number)		21. CITY, TOWN, OR LOCATION OF DEATH, AND ZIP CODE		22. COUNTY OF DEATH	
	943 East 10th Street		Idaho Falls 83404		Bonneville	
STATISTICAL INFORMATION	23. DATE OF DEATH (Mo/Day/Yr) (Spell month)		24. TIME OF DEATH		25. DATE PRONOUNCED DEAD (Mo/Day/Yr) (Spell month)	
	January 9, 2008		1651 (24hr)		January 9, 2008 1651 (24hr)	
DATE ISSUED	27. CAUSE OF DEATH					
	PART I. Enter the chain of events -- diseases, injuries, or complications -- that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. IMMEDIATE CAUSE (Final disease or condition resulting in death) → Colon Cancer Sequently list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (Last disease or injury that initiated the events resulting in death) PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in Part I.					
DATE ISSUED	29. DID TOBACCO USE CONTRIBUTE TO DEATH?		30. IF FEMALE (Aged 10-54):		31. MANNER OF DEATH	
	☐ Yes ☐ Probably ☒ No ☐ Unknown		☐ Not pregnant within past year ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death		☒ Natural ☐ Accidental ☐ Homicide ☐ Pending investigation ☐ Undetermined	
DATE ISSUED	32. DATE OF INJURY (Mo/Day/Yr) (Spell month)		33. TIME OF INJURY		34. PLACE OF INJURY (Decedent's home, farm, street, construction site, nursing home, restaurant, forest, etc.)	
DATE ISSUED	35. LOCATION OF INJURY:		36. INJURY AT WORK?			
	State _____ City/Town or County _____ Zip Code _____		☐ Yes ☒ No			
DATE ISSUED	37. DESCRIBE HOW INJURY OCCURRED. IF TRANSPORTATION INJURY, STATE THE TYPE(S) OF VEHICLE(S) INVOLVED (Automobile, pickup, motorcycle, ATV, bicycle, etc.) SPECIFY WHICH VEHICLE DECEDENT OCCUPIED, if applicable					
	TRANSPORTATION INJURY ONLY ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify) _____					
DATE ISSUED	38a. WAS DECEDENT:		38b. WHAT SAFETY DEVICE(S) DID DECEDENT USE/EMPLOY?			
	☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)		☐ Seat Belt ☐ Child safety seat ☐ Helmet ☐ Air bag ☐ None ☐ Unknown			
DATE ISSUED	39a. CERTIFIER (Check only one based on official capacity for this certificate)		39b. LICENSE NUMBER		39c. DATE SIGNED	
	☒ PHYSICIAN ☐ PHYSICIAN ASSISTANT ☐ ADVANCED PRACTICE PROFESSIONAL NURSE ☐ CORONER		M-6919		1/14/2008	
DATE ISSUED	40a. CORONER'S SUBSEQUENT SIGNATURE IF NECESSARY: The coroner's signature in this item supersedes that of the physician, physician assistant, or advanced practice professional nurse, and the coroner becomes the certifier of record.		40b. DATE SIGNED			
	[Signature]					
DATE ISSUED	41a. REGISTRAR'S SIGNATURE		41b. DATE SIGNED			
	[Signature]		01/17/2008			

This is a true and correct reproduction of the document officially registered and placed on file with the IDAHO BUREAU OF HEALTH POLICY AND VITAL STATISTICS.

DATE ISSUED: January 17, 2008

This copy not valid unless prepared on engraved border displaying state seal and signature of the Registrar.

JANE S. SMITH
STATE REGISTRAR



Edwin 399342 NEW DEED

CORPORATION WARRANTY DEED

THIS INDENTURE, Made the 17TH day of JULY 1972

between

VALLEY VIEW RANCH INC.

a corporation duly organized and existing under the laws of the State of IDAHO

and having its principal office in Idaho at 360 "A" STREET, IDAHO FALLS in the County of

BONNEVILLE, Seller, and

AND 1
OR 2
ROBERT W. MARKIN AND CARMA J. MARKIN, HIS WIFE

of BOX 2652, IDAHO FALLS, County of BONNEVILLE, State of

IDAHO Buyer,

WITNESSETH, That Seller having been hereunto duly authorized by resolution of its Board of Directors, for and in consideration of the sum of

TEN AND NO/00----- DOLLARS,

lawful money of the United States of America, to it in hand paid by Buyer, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto Buyer, and to THEIR heirs and assigns forever, all the following described real estate situated in VALLEY VIEW, County of FREMONT, State of Idaho, to-wit:

CORRECTIVE DEED

----- REPLACING DEED DATED

AND RECORDED

Proposed Lot Number 89 Block 3 Valley View Ranch Subdivision No. 1 Fremont County, Idaho.

Beginning at a point that is N. 0° 08' 30" E. 84.77 feet from the Southeast Corner of the Northwest one-quarter of Section 13 T. 15 N., R. 43 E.B.M. and running thence N. 45° 03' 30" W. 42.14 feet; thence N. 53° 57' 30" W. 94.31 feet; thence S. 44° 01' 30" W. 80.75 feet; thence S. 24° 35' 30" E. 61.98 feet; thence S. 69° 03' 30" E. 54.21 feet; thence N. 60° 30' E. 98.57 feet to the point of beginning.

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate right, title and interest in and to the said property, as well in law as in equity, of Seller.

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with the appurtenances, unto Buyer, and to THEIR heirs and assigns forever.

And the Seller, and its successors, the said premises in the quiet and peaceable possession of the Buyer

heirs and assigns against Seller, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The Seller has caused its corporate name to be hereto subscribed by its President and its corporate seal to be affixed by its Secretary in pursuance to said resolution the day and year first above written.

(SEAL)



J. Edwin Strobel
By J. EDWIN STROBEL

Its _____ President.

Attest Lloyd J. Benton
LLOYD J. BENTON
Its _____ Secretary.

399342

No. _____
CORPORATION WARRANTY DEED
CABIN LOT
NEW CORRECTION LINE
TO _____
Dated _____, 19____
STATE OF IDAHO } ss.
County of Blaine
I hereby certify that this instrument was
filed for record at request of Edward Strobel
at 2 minutes past 11 day
o'clock A M., this 24 day
of Nov, A.D. 19 85
in my office, and duly recorded in Book _____
of _____ at page _____
By James J. Bent Ex-Officio Recorder.
Deputy. James J. Bent
Fees, \$ _____
Mail to _____

STATE OF IDAHO } ss.
County of BONNEVILLE
On this 17TH day of JULY 19 72 before me
a Notary Public
THE UNDERSIGNED
in and for said State, personally appeared J. EDWIN STROBEL
PRESIDENT known to me to be the
of the corporation that executed the foregoing
instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

David E. Benton
Notary Public residing at IDAHO FALLS, Idaho

James H. T. Adams

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, made and entered into this 19th day of November, 19⁶⁴~~66~~ by and between

VALLEY VIEW RANCH INC. 360 "A" Street, Idaho Falls, Idaho
of the County of Bonneville, State of Idaho, as Seller and

Robert W. Markin and Carma J. Markin, his wife

of the County of Bingham, State of Idaho, as Buyer,

P.O. BOX # 989, Blackfoot.

WITNESSETH:

The Seller agree to sell to the Buyer on the performance of the agreements of the Buyer as hereinafter mentioned, and convey or cause to be conveyed by the legal owner or owners thereof, by good and sufficient Warranty Deed, free of liens and encumbrances, excepting those of record, those to which this agreement is made subject, and excepting any that may have attached by reason or act or deed of the Buyer, that property in Fremont County, Idaho, described as:

Lots 2 and 10, Block 3 Valley View Ranch Subdivision # 2

Lots 86, 88 and 89, Block 3, Valley View Ranch Subdivision # 1

Contract price includes water for one lot 88 or lot 89 ~~#####~~ the additional lot water for \$200.00. Water for one cabin on lot 86 for \$200.00 when water system is installed.

Buyer agree to buy said premises and to pay Seller therefor the sum of \$ 4,731.00, lawful money of the United States, in manner as follows: \$400.00 on execution of this agreement, the receipt and sufficiency of which is acknowledged; the remaining balance of \$ 4,331.00, together with interest thereon at ~~SIXX-----seven~~ ~~#####~~ per cent per annum from the 1st day of January, 19⁶⁷, shall be payable as follows: \$30.00 per month until paid for.

Additional payments in any amount may be made at any time, and all payments as received shall be applied first to accrued interest, and the remainder to principal.

All payments herein provided to be made shall be made to the credit of the Seller at Valley View Ranch

360 "A" Street, Idaho Falls, Idaho

All taxes and assessments levied against said property for the year 1969 and all prior years have been paid. Taxes and assessments levied for the year 1969 and thereafter shall be paid by Buyer without allowing the same to become in default.

It is agreed that time and punctuality of payment are of the essence and are a material part of this agreement. If any default is made in the payment of installments, accrued interest, taxes or assessments at the time herein limited, or before the time any taxes or assessments shall become delinquent, or if the Buyer shall fail to comply with any of the stipulations of this agreement, then this agreement shall become null and void at the option of the Seller. Said option shall not be exercised, however, until the Seller, either directly or through the escrow agent, shall have given written notice to the Buyer by certified mail, informing them of the nature of the deficiency and allowing them thirty (30) days in which to correct the same. In the event the deficiencies so mentioned are not corrected within the thirty day period, all payments made under this agreement shall be retained by the Seller and applied as liquidated damages, and the Seller may immediately retake possession of the premises. But if the Buyer shall immediately make the payments herein stipulated, and shall pay all taxes and assessments so levied against said property, Seller, upon receipt of the sum due under the terms of this agreement, will execute and deliver, or cause to be executed and delivered by the legal owner or owners thereof, to the Buyer or their assigns, a Warranty Deed conveying the property above described. Seller warrant that said property shall be eligible for title insurance in the amount of this sale, subject only to the encumbrances to which reference has been made herein and to those created by act or deed of Buyer, but SELLER SHALL NOT BE REQUIRED TO FURNISH A TITLE INSURANCE POLICY AT THEIR EXPENSE.

In the event the Buyer default in making the payments as above set forth, and after notice is given as provided herein, the Seller may elect to declare the full unpaid balance on the contract immediately due and payable, and institute proceedings for the collection of the same. In case suit is brought to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover a reasonable attorney fee fixed by the Court, together with such other costs as may be by law authorized.

Buyers are aware that there is now of record in the office of the Recorder of Fremont County, Idaho, a water agreement which provides for the distribution and sale of culinary water to the property which is the subject of this agreement, as well as of the lots. Buyer agree to conform to and to be bound by the terms of said agreement as the same pertains to said property.

No assignment of this agreement shall be valid or binding unless the same is in writing and has been approved by the Seller, which approval shall not be unreasonably refused. It is intended that this agreement shall extend to and be binding upon the heirs, executors, administrators or assigns of the respective parties.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

~~ASPIN RIDGE~~ ~~SANITARY ESTATES~~ ~~INC.~~

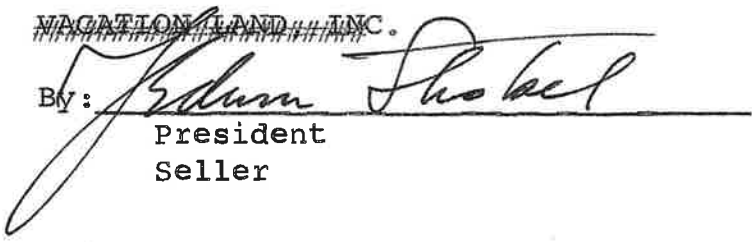
~~BEEHIVE LAND DEVELOPMENT & INVESTMENT CO.~~

~~SANITARY~~ ~~INC.~~

Buyers

VALLEY VIEW RANCH, INC.

~~VACATION LAND~~ ~~INC.~~

By: 

President
Seller

STATE OF IDAHO)
) ss.
County of BONNEVILLE)

On this 16th day of January 1970, personally appeared before me, the undersigned, a Notary Public for the State of Idaho, J. EDWIN STROBEL, known to me to be the president of the corporation above named and acknowledged to me that he executed the foregoing document for and in behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and the year first above written.

Notary Public for Idaho
Residing at IDAHO FALLS , Idaho